February 6, 1997

Mr. Roger S. Penske
Penske Racing, Inc.
P O Box 956
366 Penske Plaza
Reading, PA 19603

Dear Mr. Penske:

I refer to the DRIVER AGREEMENT, INDEMNITY AND LIABILITY RELEASE (hereinafter referred to as "the Agreement") of even date herewith made between AUJ Motorsports, Inc. (referred to in the Agreement as "AUJ") and your company, Penske Racing, Inc. for the rendering of my services as a motor racing driver to Penske Racing, Inc. for the 1997, 1998 and 1999 and by way of confirmation I hereby:

1. Confirm receipt of a copy of the Agreement.

2. Confirm that AUJ Motorsports, Inc. is entitled to make my services available and to grant rights to you in accordance with the terms of the Agreement.

3. Agree to render my exclusive services to Penske Racing, Inc. per the said Agreement and to perform those services to the best of my ability.

4. Agree that if AUJ Motorsports, Inc. should be wound up or otherwise cease to operate or exist for any reason that I, or a substitute party for AUJ Motorsports, Inc. (at your option), shall be deemed substitute as a direct party to the Agreement in place and stead of AUJ Motorsports, Inc. upon the understanding that your company will continue to perform and observe the obligations on its part contained in the Agreement.

5. Undertake to look solely to AUJ Motorsports, Inc. for all remuneration for my services to be rendered under the Agreement and not in any event, except as provided in paragraph 4 above, to look to you for such remuneration or any part thereof.

6. Undertake that no breach by AUJ Motorsports, Inc. of its obligations to me shall constitute or be deemed a breach by you of the Agreement.

Yours faithfully,

Al Unser, Jr.

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